

**9-1-1 TELEPHONE SYSTEM
RFP MSA 54159
SECTION VIII – PROPOSAL AND BID FORMAT**

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STATEMENT OF WORK

The following requirements incorporate the Statement of Work:

1. Installation and Delivery

a. Requirements

- i) A PSAP is any Public Agency authorized under Government Code Section 53102 to perform the functions of a Public Safety Answering Point (PSAP). Orders from PSAPs must be completely installed and ready-for-use (Installation Date) within 120 to 180 days After Receipt of Order (ARO) as indicated on the Purchase Order. The required installation date will be indicated on each individual Purchase Order by the PSAP. Each Purchase Order shall indicate the date the equipment will be delivered to the PSAP and the Facility Readiness date, normally the date when installation of the equipment shall commence. Deliveries prior to the agreed upon delivery date may not be accepted and there will be no additional charge for delivering the equipment as stated on the Purchase Order.
- ii) The installation date may be changed by mutual consent of the Contractor and the PSAP; however, prior to the installation date, the PSAP may defer the installation, and a new installation date will be established by mutual agreement. Such deferment shall not exceed sixty (60) days, except by mutual agreement.
- iii) Order Confirmation Procedures
 - 1) The Contractor must provide, within thirty (30) days of contract award, an order confirmation methodology for both manual and electronic ordering systems. At a minimum the Contractor shall confirm the receipt of each order, acknowledging the expected shipping date of the equipment. This notice shall be generated within five (5) days ARO at the Contractor's place of business, and shall be sent and/or made available to both the "Bill to" and "Ship to" addresses on the Purchase Order. The confirmation acknowledgment can be transmitted electronically; however, it will be at the option of the PSAP to determine if the electronically transmitted method or the manual method is utilized.
 - 2) A second acknowledgement shall be sent by the Contractor to both the "Bill to" and the "Ship to" addresses on the Purchase Order including, but not limited to, the Purchase Order number, the actual shipping date, mode and method of shipment, expected transit time, expected on-site delivery date, and confirmation of installation (ready-for-use) date. The confirmation acknowledgment can be transmitted electronically; however, it

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will be at the option of the PSAP to determine if the electronically transmitted method is acceptable.

b. Expedited Delivery

- i) The PSAP may occasionally have a need for expedited installation of all or part of a Purchase Order, including software products. The Contractor will be contacted in advance to confirm an expedited installation date. Expedited delivery and installation dates must be within fifteen (15) to ninety (90) days of receipt of order as indicated on the purchase order. In these instances, the Contractor shall provide installation of product in accordance with the agreed-to date and will bill the Agency the “Expedite Fee(s)” listed in the Price list, less any quoted discount, as applicable for affected equipment and/or software.
- ii) The agreed-to installation date shall be binding on both the Contractor and the PSAP with respect to all other related contract provisions, including, but not limited to, Service Level Agreements.
- iii) Should the Contractor agree to provide expedited installation and fail to do so, the PSAP will not be charged the Expedite Fee.

c. Need for Equipment Due to Emergency

- i) The Contractor shall make every reasonable effort to assist the PSAP in procuring the use of equipment compatible with that provided under this Agreement to meet emergencies such as a major breakdown or unforeseen peak loads.
- ii) The PSAP may accept or reject the offer of use of emergency equipment. If accepted, the charge for such use, if any, shall be a separate purchase order arrangement between the PSAP and the Contractor.

d. Restricted Delivery Hours

The Contractor shall comply with the PSAP’s requirements that restrict deliveries to non-peak commute hours in specific locations, or require delivery within defined time frames due to site policies. When applicable the PSAP will provide the information regarding these policies/or requirements preferably during the solicitation process, but prior to the establishment of an agreed upon Statement of Work. Said Statement of Work is provided as Exhibit V-A.

e. Certification of Facility Readiness

If required to meet special environmental considerations, the PSAP will modify its site facilities to meet the Contractor’s minimum site and environmental specifications as supplied by the Contractor. These specifications shall be in such detail as to ensure that equipment, if

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installed according to these specifications, shall operate efficiently from an environmental point of view and properly from a functional point of view.

- i) The PSAP shall prepare a floor plan of the Communications Operations room showing the location of each item of equipment and detailing the current electrical power and environmental control facilities. The Contractor shall prepare a floor plan of the equipment room showing the location of each item of back-room equipment and detailing the current electrical power and environmental control facilities. The Contractor shall review and comment on the adequacy of the PSAP's facility, including but not limited to, the adequacy of the furniture, lighting, floor plan, environmental control, cabling, demarcation room and equipment room to support the installation of the 9-1-1 system. PSAP shall permit free access, subject to security restrictions at the site, for the purpose of reviewing facility readiness. If requested, the Contractor may prepare the site plan.

Specifications should include as a minimum, but not be limited to, an indication of the operating voltage required, maximum current under peak conditions (in amperes), power consumed (expressed in watts), temperature range within which the equipment is designed to operate, the humidity range within which the equipment offered is designed to operate, the equipment heat producing pattern under normal operating conditions (expressed in British Thermal Units for each specific Model Cluster), and the type and number of power receptacles required. All modifications specified to prepare the facilities must be detailed in the Statement of Work.

- ii) The PSAP shall cause the site to be prepared in accordance with the Contractor's site preparation specifications, unless the Contractor has agreed to be responsible for such site preparation, on or before the Facility Readiness Date.
- iii) The Contractor shall provide an appropriate pre-installation checklist to insure that the PSAP has met all installation obligations prior to the Contractor installing the equipment. Absence of a pre-installation checklist shall mean that the Contractor is offering equipment that has no minimum or maximum environmental specifications. If a pre-installation checklist has been provided by the Contractor, upon completion, they will provide a written certification that the modifications have been completed in accordance with the Contractor's requirements.
- iv) Any subsequent alterations or modifications to the site which are directly attributable to incomplete or erroneous specifications provided by the Contractor and which involve additional expense shall be made at the expense of the Contractor, to the extent that such costs would not have been incurred had the complete and/or correct specifications been initially provided. If any such site alterations cause a delay in the

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installation, the provisions in this Agreement for late delivery shall apply.

f. **Certification of Equipment Readiness**

- i) Equipment must be installed in accordance with all state and local building codes and regulations and certified ready for acceptance testing by the specified Installation Date identified in the Purchase Order. The Contractor shall determine that the equipment is ready for use, and operates in conformance with the manufacturer's published specifications. Such certification must be in writing and presented to the PSAP project leader as specified by the PSAP. After receipt of certification, at a time mutually agreed upon between the PSAP and the Contractor, the PSAP will accept the equipment for the purpose of validating its installation and performance.
- ii) Notwithstanding certification by the Contractor that the equipment has been installed and is ready for use, the equipment shall not be deemed installed within the terms of this Agreement until such installation is confirmed by the PSAP through testing prescribed herein or performance of other suitable tests mutually agreed upon by the pertinent parties to this Agreement as being adequate for this purpose. If the test is successfully completed, the equipment shall be deemed installed and ready for use as of the date of the Contractor's certification. The PSAP shall begin acceptance testing on a date and time mutually agreed to between the PSAP and the Contractor in accordance with Section V.G, Acceptance Testing and Continuing Standards of Performance. If the equipment fails any portion of acceptance testing, the Contractor shall be notified immediately of the failure, with written confirmation to be provided in not more than five (5) working days. Control of the equipment shall immediately be given to the Contractor if the system performs so poorly that it poses a potential threat to public safety and the original 9-1-1 system being replaced is still functional. If the system performs in a manner that is adequate in the opinion of the PSAP and does not pose a threat to public safety, but does not operate as intended by the manufacturer, the PSAP will continue using the equipment while the Contractor affects repairs. The equipment shall not be deemed to be installed until the Contractor re-certifies such installation and the above referenced test is successfully completed.
- iii) In the event the Contractor fails to install the equipment by the installation date, Service Level Agreements (SLAs) as prescribed herein under Section 7 below shall apply. If the delay is more than thirty (30) calendar days, then by written notice to the Contractor, the PSAP may terminate the right of the Contractor to install the equipment, may cause the Contractor to remove any or all equipment already installed, and/or may terminate the Agreement. If the PSAP

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elects one or more of these options, it may obtain replacement equipment from any source the PSAP deems appropriate. The Contractor shall be relieved from SLAs in the event of Force Majeure causes (General Provision 25).

- iv) If the nature of the equipment is such that the services of the Contractor are not required for its installation, and the Contractor so states in writing and the PSAP agrees in writing that such Contractor services are not necessary, the Contractor may ship the equipment to the PSAP site. If the equipment arrives not later than five (5) business days prior to the installation date, the equipment shall be deemed to have been installed on or before the installation date and no associated SLAs shall apply, irrespective to whether or not the PSAP is successful in installing the equipment with the Contractor's assistance. If this procedure is used, the PSAP shall make every reasonable effort to install the equipment prior to the installation date, and shall confirm such installation in accordance with the above procedure concerning certification of installation by the Contractor. If, however, the PSAP is unable to install the equipment, it shall notify the Contractor that Contractor's assistance is required. The Contractor shall then be responsible for the equipment installation and certification that such installation has been accomplished, subject to the time frames stipulated in this section commencing with the date the PSAP notifies the Contractor.

g. Software (Other than Operating System Software)

- i) The Contractor shall provide programming aids, program products and applications, on or before the Delivery Dates specified, and shall certify to the PSAP that such software has been delivered and is ready for PSAP use. For purposes of this paragraph, "delivered" also means received by the PSAP, if such software is delivered through mail services hired by the Contractor, or electronic mail if by mutual agreement.
- ii) If, in the opinion of the Contractor, the services of the Contractor are required to install the software on PSAP equipment, "delivery" of the software, for the purpose of this Agreement, shall be deemed to include such installation services.
- iii) In the event the Contractor fails to deliver the agreed-upon software by the dates specified, SLAs will apply.
- iv) During the period of this Agreement, when requested by the PSAP, the Contractor shall furnish any additional software which it has developed or may develop at a future date for general use with the type of equipment purchased under this Agreement and which it furnished to its customers generally, at the charges in the Price List.

h. Software Customization and Configuration Support

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The Contractor shall provide to each PSAP software customization and configuration support for control units and devices acquired under this Agreement.

Software customization is software that defines the operating parameters desired by the PSAP for the applicable control unit. This includes newly acquired control units as well as changes to existing control units that were acquired under this Agreement.

If the Contractor proposes a device that uses diskettes or compact discs, the Contractor must also supply software customization support for that device.

Software customization and configuration support must be available during the principal period of maintenance. This support must have a number for both voice and facsimile communication that is free to any caller within the PSAP.

i. Relocation

- i) If it is necessary and in the best interest of the PSAP to move the equipment purchased under this contract from one PSAP location to another, except in an emergency situation, the PSAP will notify the Contractor, in writing or electronically, a minimum of 150 days in advance of the anticipated move date, that the move is scheduled to take place. The PSAP will give the Purchase Order number, date of disconnection, the locations from and to which the equipment is to be moved, and the re-connection date, if more than five (5) working days after the disconnect date.

The Contractor and PSAP will mutually agree on a reasonable amount of time to accomplish disconnection, relocation, reconnection and having the equipment ready for use.

- ii) The PSAP will reimburse the Contractor for all transportation, transit, risk insurance, rigging, packing, unpacking, and drayage charges for such relocation performed by the Contractor; however, the Contractor shall maintain responsibility for the equipment at all times during the move.
- iii) If the Contractor does not relocate the equipment by the date agreed then SLAs, as specified in Section 7 below, shall apply. Contractors should note that the SLAs shall be the same as for late deliveries.
- iv) On, or before, the scheduled reconnect date, the Contractor shall disconnect affected equipment, physically move (relocate) and reconnect the equipment and certify the successful relocation.
- v) By mutual consent of the Contractor and the PSAP, the PSAP shall be permitted to move certain peripheral devices. In the event of such a move, the Contractor shall be relieved of SLAs as well as responsibility for the equipment during the move.

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- vi) Following an emergency move of purchased equipment, if the Contractor has not been previously notified, within twenty one (21) days of the date upon which the move was accomplished, the PSAP will notify the Contractor, in writing or electronically that the move occurred on a specified date.
 - vii) If the PSAP elects to move the equipment and it is mutually determined that the equipment became damaged by reason of a disconnect of equipment to be moved, a move of the equipment, or a reconnect of equipment moved, not authorized by the Contractor either in advance or by default, the PSAP will pay, at prevailing rates, for the repair of said equipment.
 - viii) Rearrangement of equipment at a single site or PSAP convenience shall be at the PSAP's expense. If the Contractor is asked to move and reinstall equipment at a different facility, the Moves, Adds and Changes (MAC) rate established by this contract will apply to similar activities performed such as those described in this section under paragraph 10, Moves, Adds and Changes, while the cost for other services not normally associated with a same facility MAC, such as moving van equipment and personnel, will be negotiated on a case-by-case basis for each relocation.
- j. Moves, Adds and Changes (MACs)

The Contractor shall provide routine moves, adds and changes as requested by the PSAP. "Moves, adds, and changes" refers to changes in system application configurations to facilitate PSAP operations, moving equipment from one location to another in the same facility and adding additional equipment to completed installations. When performing MACs, the Contractor will not count travel time to and from the PSAP or preparation time, only the time spent actually performing the MACs.

There

shall be a one (1) hour minimum charge for all MACs. For those MACs that must be performed routinely, such as adding or deleting new Call Takers, changing speed dial numbers, etc., the Contractor shall provide training to the PSAP System Administrator to perform these MACs.

Contractor shall detail the process for the PSAP to request routine MACs, how the Contractor will perform on-site versus off-site MACs and the anticipated turn around time to completion each time a request is made. All routine moves, adds and changes shall be accomplished within a mutually agreed upon number of days from date request is submitted to Contractor.

All costs for MACs will be directly billed and paid by the PSAP. If the Contractor is asked to move and reinstall equipment at a different facility, the MAC rate established by this contract will apply to similar activities performed such as those described above, while the cost for other services

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not normally associated with a same facility MAC, such as moving van equipment and personnel, may be negotiated on a case-by-case basis for each relocation.

k. Documentation

The Contractor shall make available and provide copies of all non-proprietary manuals and other printed materials, including updated versions thereto, which are useful and necessary to the PSAP in its use of the equipment or software provided at prices listed in the Price List.

2. Freight

a. Transportation

- i) Shipments to and from the installation site shall be the responsibility of the Contractor and shall be made by commercial carrier, or Contractor owned carrier, in padded van or airfreight. If air shipment by commercial carrier is not specified in the Purchase Order, shipment shall be made by padded van, or Contractor may, at its option, use a premium method of transportation (e.g., air freight). Machines shall be preserved, packed and marked in accordance with the Contractor's standard practice. All deliveries of purchased equipment and software shall be F.O.B. - DESTINATION.
- ii) Notwithstanding the above subparagraph, the PSAP reserves the option, with concurrence from the Contractor (such concurrence not to be unreasonably withheld), to arrange for, and to pay all transportation, rigging, and drayage costs, at the time of the discontinuance of rental and purchase. The PSAP agrees that such transportation shall be by commercial carrier, using padded van properly constructed and equipped for shipment of electronic equipment.
- iii) When the PSAP elects to specify air shipment by commercial carrier, written authorization for such method shall be furnished to the Contractor at least thirty (30) days prior to the scheduled shipping date and the PSAP shall pay the airfreight charges. In this event, the Contractor shall furnish copies of the freight bills to substantiate transportation charges billed by the Contractor to the PSAP.
- iv) The Contractor shall pay transportation charges for the shipment of empty packing cases, except when the equipment is moved from one PSAP location to another.
- v) The Contractor shall bear the cost of transportation, rigging, and/or drayage whenever equipment is shipped or moved for mechanical replacement purposes unless the replacement was due to fault or negligence of the PSAP.

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- vi) The PSAP shall pay only those rigging costs incurred at the PSAP's location unless otherwise agreed to between the PSAP and the Contractor.
- vii) Upon notification as stipulated under Relocation above, the PSAP shall arrange and pay for all transportation, rigging and drayage charges for such relocation. The Contractor shall supervise the relocation, packing and unpacking of equipment at the Contractor's hourly rates as shown in the Price List.
- b. Packing and Unpacking
 - i) Supervision of packing, unpacking and placement of equipment shall be furnished by the Contractor during the Contractor's normal working hours without additional charge to the PSAP.
 - ii) Rearrangement of equipment on the same site for PSAP convenience shall be at PSAP expense.
- c. Risk of Loss or Damage

The PSAP shall be relieved from all risk of loss or damage to the equipment purchased under this contract during periods of transportation, installation and during the entire time the equipment is in the possession of the Contractor, except when such loss or damage is due to the fault or negligence of the PSAP. Loss or damage not due to the fault or negligence of the PSAP shall be verified through a legal claims record such as a police or fire report.

3. Maintenance

- a. General
 - i) Equipment and Operating System Software shall be maintained in good operating condition to ensure the Continuing Standards of Performance prescribed criteria of Acceptance Testing of this contract are met. In determining "good operating conditions," the PSAP will evaluate performance of the equipment in accordance with criteria herein, and will compare this performance with that of similar equipment installed at other locations. The Contractor is responsible to maintain the equipment purchased under this Agreement. The Contractor shall keep the equipment in good operating condition and shall always be responsive to the maintenance requirements of the PSAP. All such maintenance service, including both parts and labor, shall be furnished after the installation of equipment is completed, on a month-to-month basis for up to four years after the warranty period.
 - ii) The Contractor may charge for some software maintenance services, in accordance with the provisions concerning Software Maintenance below.

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b. Maintenance Coverage

Contractor shall provide full maintenance coverage twenty four (24) hours per day, seven (7) days per week.

c. Exclusions

Maintenance service does not include:

- i) Electrical work external to the machines or maintenance of accessories, alterations, attachments, or other devices not listed in the Price List.
- ii) Repair of damage or increase in service time caused by accident or disaster, which shall include, but not be limited to, fire, flood, water, wind and lightning; transportation; neglect or misuse; alterations which include, but not limited to, any deviation from Contractor's physical, mechanical or electrical machine design; attachments, which are defined as the mechanical, electrical or electronic interconnection to a Contractor machine or non-Contractor equipment and devices not supplied by Contractor.
- iii) Repair of damage or increase in service time resulting from failure to provide a suitable installation environment with all facilities prescribed by the appropriate Contractor Installation Manual—Physical Planning (including, but not limited to, failure of, or failure to provide adequate electrical power, air-conditioning or humidity control).
- iv) Repair of damage or increase in service time attributable to the use of the machines for other than data processing purposes for which acquired.
- v) Furnishing supplies or accessories; painting or refinishing material therefore; inspecting machines altered by other than Contractor, making specification changes or performing services connected with relocation of machines; or adding or removing accessories, attachments or other devices.
- vi) Such service which is impractical for Contractor to render because of alterations in the machines or their connection by mechanical or electrical means to another machine or device.
- vii) Repair of damage or increase in service time caused by the conversion from one Contractor model to another or the installation or removal of a Contractor feature whenever any of the foregoing was performed by other than Contractor.
- viii) Replacement parts or increases in service time as set forth in the sections covering access to machines and in Maintenance Charges, Paragraphs j.iii and l.iii below.

d. Responsibilities of the Contractor

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- i) The Contractor shall provide maintenance (labor and parts) and keep the equipment in good operating condition.
 - ii) Maintenance parts will be furnished by the Contractor and will be new or equivalent to new in performance when used in these machines. Replaced maintenance parts become the property of the Contractor on purchased equipment.
 - iii) As part of the Statement of Work associated with each transaction under the Contract resulting from this RFP, Contractor shall provide the PSAP with a copy of the manufacturer's recommended preventive maintenance process and schedule. Preventative (scheduled) maintenance shall be performed in accordance with the manufacturer's recommended PSAP and be consistent with the PSAP's operating requirements.
- e. Remedial Maintenance
- i) Remedial maintenance shall be commenced promptly after notification that equipment and/or software are inoperative and the Contractor shall always be responsive to the maintenance requirements of the PSAP.
 - ii) Contractors shall provide to each PSAP, with whom they have a maintenance contract, a telephone number for reporting major and minor failures that is answered twenty four (24) hours a day, seven (7) days a week by a live person. The Contractor's answering service will be responsible for contacting the appropriate Maintenance Service Center that will provide remedial maintenance.
 - iii) Shown below is a description of major and minor failures and the required response times of the Contractor during the warranty and maintenance periods to resume normal operation of the 9-1-1 system. Any failure by the Contractor to meet the required response times should immediately be reported to the 9-1-1 Office:
 - a) Major Failure - Definition Of Major Failure: Any hardware, software or circuitry failure that prevents the 9-1-1 PSAP call taker from making voice contact or viewing Automatic Number Identification/Automatic Location Identification (ANI/ALI) information for a person who has dialed 9-1-1. Upon verbal notification by the PSAP, the local 9-1-1 telephone line service provider or electronic notification by the 9-1-1 telephone system itself of a major failure, the Contractor must meet one of two required response time options listed below:

REMOTE/ONSITE RESPONSE: Upon verbal notification by the PSAP, a factory-trained technician must respond on-site via modem within one (1) hour, or less, to diagnose and repair a major failure. Within one (1) hour, or less, the responding technician

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must notify the PSAP via phone call of the nature of failure and an estimated time to repair. If remote repairs are unsuccessful a factory-trained technician or a technician with verbal access to a factory-trained technician must respond on-site with spare parts/software most likely needed as determined by remote diagnostics and reported failure symptoms, within three (3) hours, or less, of the original notification to continue diagnostics and commence repairs of a major failure.

ONSITE RESPONSE: Upon verbal notification by the PSAP, a factory-trained technician must respond on-site with spare parts/software most likely needed as determined by reported failure symptoms, within two (2) hours, or less, to diagnose and commence repair of a major failure. Within two (2) hours, or less, the responding technician must notify the PSAP of the nature of failure and an estimated time to repair.

- b) Minor Failure - Definition of Minor Failure: Any hardware, software or circuitry failure that prevents the normal operation of any feature of the 9-1-1 telephone system. Upon verbal notification by the PSAP, the local 9-1-1 telephone line service provider or electronic notification by the 9-1-1 system itself of a minor failure, the Contractor must meet one of two required response time options listed below:

REMOTE/ONSITE RESPONSE: During the initial notification by the PSAP of a minor failure, the Contractor shall provide to the PSAP an estimated time for remote diagnostics/repairs to begin. A factory-trained technician must respond on-site via modem within twelve (12) hours, or less, to diagnose and repair a minor failure. Within twelve (12) hours, or less, the responding technician must notify the PSAP via phone call of the nature of failure and an estimated time to repair. If remote repairs are unsuccessful, a factory-trained technician or a technician with verbal access to a factory-trained technician must respond on-site with spare parts/software most likely needed as determined by remote diagnostics and reported failure symptoms, within twenty four (24) hours, or less, of the original notification to continue diagnostics and commence repairs of a minor failure.

ONSITE RESPONSE: During the initial notification by the PSAP of a minor failure, the Contractor shall provide to the PSAP an estimated time for on-site diagnostics/repairs to begin. A factory trained technician must respond on-site with spare parts/software most likely needed as determined by reported failure symptoms, within twenty four (24) hours, or less, to diagnose and repair a minor failure. Within twenty four (24) hours, or less, the

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responding technician must notify the PSAP of the nature of failure and an estimated time to repair.

- iv) The 9-1-1 telephone system must be capable of alerting PSAP personnel of system alarms by the use of a signaling device in the PSAP. This device shall provide for an audible or visual alarm. The device shall provide a cutoff option to disable alarms in progress and must be automatically reset upon removal of the alarm condition or should a new alarm occur.
- v) Remote maintenance is essential for reducing maintenance costs, insuring system performance, installation of software, providing MACs and most importantly, quickly diagnosing and repairing system failures. The 9-1-1 telephone system should be equipped with remote maintenance and diagnostics capability for use by service personnel. Remote maintenance requirements may augment the requirements for on-site support of any installed system.
- vi) Factory-Trained Technician - The definition of a factory-trained technician means the technician has passed a certification/training course taught by factory or factory approved personnel for the system they must install and maintain. Any training courses provided by other than the manufacturer's own personnel must be recognized and approved by the manufacturer, if the Contractor asserts that an employee is factory-trained. A factory-trained technician is able to diagnose all major and minor system alarms, provide hardware and software repairs, provide to the PSAP recommendations regarding user defined software and make changes to the user defined software. The Contractor will detail the training that has been provided to a factory-trained technician.
- vii) Technician - The definition of technician means the person has been provided basic instruction taught by a factory-trained technician for the system they must maintain. A technician is able to view all major and minor system alarms, provide hardware replacements and software repairs and provide to the PSAP recommendations regarding user defined software, under the direction of a factory trained technician. The Contractor will detail the training that has been provided to a technician.

f. Repairs Made by the PSAP

- i) If the Contractor so desires, and the PSAP permits, the Contractor may provide spare major equipment components at the PSAP location at no additional cost, to be installed by PSAP or Contractor personnel in the event installed equipment becomes inoperable due to

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equipment/software failure. If such an arrangement is deemed desirable, the Contractor shall instruct the appropriate PSAP personnel in the proper methods of disconnecting failed equipment, physically replacing such equipment with the appropriate spare equipment, and connecting the spare equipment. Contractor will repair/replace failed equipment within five (5) working days after notification by the PSAP of the installation of spare parts.

- ii) Unless mutually agreed to by the Contractor and the PSAP, PSAP personnel will not perform maintenance or attempt repairs to equipment while such equipment is under the purview of a warranty or maintenance agreement. In some cases it may be in the best interest of the PSAP to assist the Contractor with repairs, especially when time is of the essence. If PSAP personnel cause damage to equipment while attempting repairs that were mutually agreed to between the Contractor and the PSAP, the Contractor will be responsible for all subsequent repairs.
- iii) If PSAP personnel cause damage to equipment while attempting repairs that were not mutually agreed to between the Contractor and the PSAP, the PSAP will be responsible for paying the Contractor time and materials to repair damages. Prices for time and materials are those established by this contract and on the Price List.
- iv) If the above-described procedure is implemented, the PSAP agrees to provide adequate storage for such repair spare equipment, secure with an appropriate lock, the keys to which shall be retained by both the Contractor and the PSAP.

g. Equipment Replacement

- i) When 9-1-1 equipment/software fails to function in the manner for which they were designed to the extent that the PSAP's ability to answer 9-1-1 calls is adversely affected the Contractor will make every attempt to satisfactorily resolve the problem. The PSAP will give the Contractor a reasonable amount of time to repair the equipment/software before requesting replacement of equipment. However, if the failed equipment impairs the ability of the PSAP to make voice contact with the public, the Contractor will immediately replace the defective equipment with either equivalent new replacement equipment free of charge if under warranty or Contractor owned equivalent loan equipment free of charge until repair or replacement is accomplished. The PSAP will be the sole judge as to the adverse impact upon the PSAP's ability to answer 9-1-1 calls.
- ii) Notwithstanding the remedies provided in Section 7 (SLAs), equipment which fails to function while under the maintenance agreement in the manner for which it was designed and contracted to perform to a degree such that the PSAP's programs are adversely

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affected, defined as either three (3) major failures or six minor failures of the same feature in any sixty (60) day period, shall be replaced (free of charge) at the PSAP's request.

h. Telephone Line Repairs

The 9-1-1 Office and the PSAPs do not have the staff available to diagnose 9-1-1 system or telephone line problems. If the PSAP notifies the Contractor who is under contract for maintenance or warranty services of a problem with the 9-1-1 system and the Contractor determines that the problem lies with the telephone company service provider, there will be no charge to the PSAP or the 9-1-1 Office for the service call. The Contractor, upon determining a reported problem lies with the local telephone company service provider will be responsible for notifying the PSAP that the problem lies with the local telephone line service provider.

i. Service Under Warranty and Maintenance

The following remedies are in addition to the remedies provided in Section 7, SLAs.

- i) If there is no onsite response by the Contractor within the period specified under major and minor failures of a PSAP's verbal request for warranty or maintenance services, the PSAP reserves the right to obtain maintenance services from another Contractor after twenty four (24) hours of an unacceptable level of response. Charges for parts, shipping, handling and labor shall be borne by the Contractor with whom a contract has been signed for warranty or maintenance services.
- ii) Notwithstanding Paragraph h above, when the Contractor is called to perform remedial maintenance or warranty service on the equipment and by mutual agreement it is determined that either no failure existed or that the service was outside the scope of this warranty, the PSAP shall pay for the travel expense and the time spent by the Contractor at the applicable time and materials rates then in effect. Prices for time and materials are those established by this contract on the Price List.
- iii) In the case of an *incorrect diagnosis* of the initial service call, the Contractor will be responsible for reimbursement to the PSAP for any billing that is a direct result of the incorrect diagnosis. The reimbursement may be in the form of a credit to be deducted from any monthly charges due the Contractor.

j. Responsibilities of the PSAP

- i) The PSAP is responsible for the arrangements for provisioning of all telephone lines required for the Contractor's system, including a line for remote maintenance.
- ii) The PSAP will provide adequate storage space for spare parts, and adequate working space, including heat, light, ventilation, electrical

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current and outlets, for the use of the Contractor's maintenance personnel at the time maintenance is being performed. These facilities shall be within a reasonable distance of the equipment to be serviced and shall be provided at no charge to the Contractor.

- iii) Unless mutually agreed to by the Contractor and the PSAP, PSAP personnel will not perform maintenance or attempt repairs to equipment while such equipment is under the purview of this agreement.
 - iv) Subject to the PSAP's security regulations, the Contractor shall have full and free access to the machines to provide service thereon. If persons other than Contractor representatives have performed maintenance or repair of a machine, and, as a result, further repair by Contractor is required, such further repairs will be made at Contractor's then applicable time and material rates, as shown on the Price List.
 - v) The PSAP shall provide an appropriate operating environment, including temperature, humidity, and electrical power, in accordance with the environmental requirements contained in the Contractor's published specifications for the equipment listed in the Price List.
 - vi. Maintain records and documentation associated with contractor maintenance effectiveness.
- k. Maintenance Credit for Equipment Malfunction
- The following remedies are in addition to the remedies provided in part 7, Service Level Agreements, of this Section.
- i) If, beginning on the first in-service day, Contractor is unable to restore a machine to good operating condition and equipment failure causes the machine to remain inoperative for consecutive scheduled work periods totaling twenty four (24) hours from the time the PSAP notifies the Contractor that the machine is inoperative and it is determined that (1) the equipment failure was not caused by factors external to the machine, and (2) the equipment failure occurred through no fault or negligence of the PSAP, the Contractor shall grant a credit to the 9-1-1 Office for each of the continuous inoperative hours. Such credit will be deducted from the monthly maintenance fee in the amount of 1/168th of the monthly system maintenance for each hour the equipment or software has failed. The amounts will be cumulative, but will not exceed the monthly maintenance fee. 1/168th of the basic monthly system maintenance charge for the inoperative machine, for any machine and interconnected entirely by the Contractor's power and/or signal cables that are not usable as a result of the equipment failure for each hour the machine, or machines are not usable. The amount of credit granted for each machine shall not exceed 1/30th of the basic monthly purchase charge for the machine

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for any calendar day. The number of inoperative hours shall be adjusted to the nearest half hour.

- ii) Maintenance credit provisions will not apply if equipment failure is caused by alterations or attachments not furnished, approved or maintained by the Contractor and maintenance charges shall continue without interruption.

l. Maintenance Charges

- i) The monthly charges described in the Price List include all maintenance costs, and the PSAP will pay no separate maintenance charges unless specifically set forth in this agreement.
- ii) There will be no charge for travel expense associated with maintenance service.
- iii) The 9-1-1 Office agrees to reimburse the PSAP an amount based on the price list for monthly maintenance. The PSAP agrees to pay the Contractor for maintenance and for all requested moves, adds and changes to the system at Contractor's applicable time and material rates shown in the Price List. The PSAP also agrees to pay, at Contractor's applicable time and material rates, all charges for repair of damage, replacement of parts (due to other than normal wear) or repetitive service calls that are proven to be caused by the use of non-Contractor approved supplies.
- iv) All maintenance and other service activities (including but not limited to activities relating to pre-installation planning, inspections, relocation of machines, engineering changes and altered programming) that may be made available by Contractor to the PSAP at no additional charge or at Contractor's then applicable time and material charges, in connection with any machines or programming supplied under this agreement, shall be subject to the terms and conditions of this agreement unless such activities are provided under another written agreement signed by the PSAP and the Contractor.

m. Engineering Changes

Engineering changes, determined applicable by the Contractor, will be controlled and installed by the Contractor on equipment covered by this agreement. The Agency may elect to have only mandatory changes, as determined by the Contractor, installed on machines so designated. A written notice of this election must be provided to the Contractor for written confirmation. There shall be no charge for engineering changes made. Any Contractor initiated change shall be installed at a time mutually agreeable to the PSAP and the Contractor. The Contractor shall have the right to charge, at the Price List rates, for time and materials required due to non-installation of applicable engineering changes after

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the Contractor has made reasonable effort to secure time to install such changes.

n. Alterations and Attachments

- i) With the written consent of the Contractor, such consent not to be unreasonably withheld, the PSAP may make alterations or install attachments to the equipment at the PSAP's expense if in the Contractor's opinion no safety hazard is thereby created. The PSAP shall assume full liability for any damages and/or degradation of equipment performance attributable to such alteration or attachment.
- ii) If the alteration or attachment interferes with the normal and satisfactory maintenance of any of the machines in such a manner as to render maintenance impractical, the PSAP will, upon notice from the Contractor to that effect, remove the alteration or attachment and restore the machine to its normal condition.
- iii) If an inspection by the Contractor is required to determine if the unaltered portion of the machine or system remains practical to maintain or that no safety hazard has been created, the PSAP shall be so notified and a mutually agreeable inspection date will be scheduled. Charges for such inspection shall be paid by the PSAP, at the applicable rates from the Price List.
- iv) Repair of damage or increase in the Contractor's service personnel time attributable to the alteration or attachment will be billed to the PSAP at the Contractor's applicable time and material rates from the Price List.
- v) Such alterations or attachments shall be removed and the equipment restored to the prior configuration at PSAP's expense before discontinuance of the equipment purchase.
- vi) Any reprogramming agreed to by the Contractor that is required to accommodate such alterations and/or attachments shall be accomplished at the PSAP's expense.

o. Optional Maintenance Programs

The PSAP desires that additional service programs be offered in the Contractor's Price List. These optional service programs must be listed in the Contractor's Price List to be available as part of this agreement.

p. Replacement Parts

The Contractor must have the capability of stocking ninety percent (90%) of the required replacement parts on an on-going basis for equipment listed in the Price List. The Contractor must maintain an inventory of the replacement parts and make the inventory available to PSAP. The level of maintenance support must be such that it will maintain an effective level of system operation during the Principal Period of Maintenance.

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q. Maintenance Service Centers

A Maintenance Service Center is a location (or locations) staffed by two or more personnel who can meet the response time requirements specified in this section, under Remedial Maintenance, with technical expertise as required. Contractors who intend to use existing (at the time of bid proposal) Maintenance Service Centers to meet the requirements of this contract must list the City, Maintenance Service Center telephone number and training or certifications of maintenance personnel at each Maintenance Service Center. In addition, each Contractor is to identify the factory-trained technicians used for Remote/On-site Response option.

If a Contractor does not have existing Maintenance Service Centers at the time of bid proposal or at the time an Agency Purchase Order is issued, the Contractor shall establish a new Maintenance Service Center(s) capable of meeting contract requirements. The Contractor will have met the requirements for Maintenance Service Centers by initiating the following steps after receipt of Purchase Order. Note: Following the steps outlined below will be a prerequisite for system acceptance:

- i) Contractor must identify and provide Factory-Trained Technician or technician training to no less than two (2) Contractor personnel who can meet the response requirements specified under Remedial Maintenance. Such training will be completed no later than the Installation Date documented on the Purchase Order and the Statement of Work.
- ii) Contractor shall utilize any newly trained personnel during the initial installation, testing, programming and acceptance testing periods of a newly installed system to insure their personnel have the skills necessary to meet the requirements for maintenance under this contract.

4. Training

For the purposes of training, the Contractor shall agree to provide formal, “hands-on” instruction for PSAP personnel in operation of the equipment, at mutually agreeable times prior to the acceptance testing period. Training for equipment installation coordinators and project leaders will be conducted at the PSAP site unless an alternate site is mutually agreed to by the PSAP and the Contractor.

a. Training Plan

The Contractor must provide training and training materials to insure that Call Takers and System Administrators can proficiently use the 9-1-1 telephone system. The Contractor will provide the following:

- i) A comprehensive training program that provides the Call Taker the skills necessary to operate all the features of the 9-1-1 equipment/software.

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- ii) Training at a time mutually agreed upon by the PSAP and the Contractor.
- iii) Instructors who have the technical skills, teaching skills and abilities necessary to instruct others how to use the equipment proficiently.
- iv) Train no more than six (6) Call Takers per instructor, per class, unless a larger class is mutually agreed to by the PSAP and the Contractor. All training classes should be scheduled so as to reduce the number of site visits necessary to train all personnel.
- v) Provide at least two (2) fully operational Intelligent Workstations with at least one operational phone line for training purposes. Fully operational means features and user defined parameters are fully functional so all features can be realistically demonstrated during training. The two (2) positions used for training will also be used to complete the installation of all ordered positions. Training positions may be temporarily installed in a training room at the installation facility. Temporary cabling to a training room will be provided upon request of the PSAP. Cost to cable temporary positions shall be at the hourly rate provided for MACs.
- vi) Contractor will compile a list of Call Takers who attended training, the date and time of the training, and rate the proficiency of the Call Taker to use the equipment on a pass or fail basis. A copy of this information will be provided to the PSAP Manager.
- vii) In addition to the Call Taker training, the Contractor will provide supervisor/system administrator training, with no more than six (6) supervisors/system administrators per class. This training shall cover routine moves, adds and changes accessible by a system administrator, routine trouble shooting procedures and problem reporting procedures. Training for statistics report generation shall be provided no more than 30 days following cutover. Training will also include an on-site instructor(s) for a period not to exceed twenty four (24) hours upon beginning of the system acceptance-testing period. The purpose of the instructor(s) will be to assist PSAP personnel as needed after they begin using the new equipment. This instructor(s) can be onsite for the first twenty four (24) hour period of system acceptance testing or up to two (2) periods totaling not more than twenty four (24) hours during the first seven (7) days of the system acceptance testing period.
- viii) Post-cutover training will be provided at additional cost to the PSAP at the rate established by this contract. Post cutover training will be provided for no less than six (6) call takers or system administrators.
- ix) Contractors must provide to the 9-1-1 Office a detailed training plan describing their concept of the scope of training, the duration of initial training (in hours, per student), and the training aids (including operating manuals) which are required to train programmers,

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operators, support staff, and user training specialists in the operation of all hardware and software.

- x) Appropriate manuals and other materials must be provided to each participant in training. Training materials shall become the property of the PSAP upon completion of the training. Manuals of sufficient detail to successfully operate both the software system and the hardware system must be provided. Contractor shall document in the Statement of Work the operation of all customer specified programming not specifically covered by the manufacturer user manuals.

- b. Training on New or Substitute Equipment

If requested by the PSAP, training and documentation on new or substitute equipment must be provided by the Contractor. The training is to provide an orientation session that covers the capabilities and operation of the items as stated above.

- c. Additional Training and Personal Services

Additional training courses and personal services not stipulated herein, but which may be considered under the scope of this agreement, may be offered in the Price List.

5. Warranty

- a. Notwithstanding General Provisions #19, Warranty, the Contractor warrants that all equipment purchased under the authority of this agreement, when installed, will be in good working order, will be fit for the manufacturer's intended purpose and will conform to the Contractor's official published specifications.
- b. Except as provided elsewhere in this agreement, the Contractor's obligations and liabilities with respect to this specific warranty provision are limited to the repair or replacement of any parts, software or machines when either the PSAP or the Contractor determines that the machines do not conform to the warranties stated herein.
- c. The Contractor shall warrant the equipment and software to perform per the manufacturer's specifications for a period of one (1) year after acceptance. The Contractor shall furnish all warranty services and parts for a period of one (1) year beginning on the first day of the successful performance period at no cost to the PSAP or the 9-1-1 Office, provided that such maintenance service or parts are not required because of accident, neglect, misuse, failure of electrical power or air conditioning, humidity control, or causes other than ordinary use. Any such service

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required as a result of erroneous site preparation specifications furnished by the Contractor or otherwise required due to the fault or negligence of the Contractor, shall be provided by the Contractor at no additional charge. All replaced parts shall be property of the Contractor. Prior to the expiration of the warranty period, whenever equipment is shipped for mechanical replacement purposes, the Contractor shall bear all costs for such shipment including, but not limited to, costs of packing, transportation, rigging, drayage and insurance. The warranty shall apply to the replacement machine beginning on the first day of the successful period for the replacement machine.

- d. For one (1) year, beginning on the first day of the successful performance period stated in Acceptance Testing herein, the Contractor warrants to the PSAP that the machines are free from defects in material and workmanship. Contractor's obligation with respect to defects in the material and workmanship is limited to furnishing, on an exchange basis, replacements for machine or parts which have been properly reported by the PSAP as having been, in its opinion, defective and are found as such by the Contractor upon inspection.
- e. Service pursuant to this warranty will be furnished by the Contractor's nearest service location. The Contractor shall have prompt access to the machine, subject to the PSAP's standard security requirements, to perform this service. There shall be no charge to travel expense associated with services for which the Contractor is responsible under this warranty provision.
- f. When a non-Contractor control program, a program not under the Contractor's control or maintenance, is used by the PSAP and as a result the Contractor's maintenance diagnostic routines do not pinpoint the failure, the PSAP shall pay for the time spent by the Contractor in diagnosing the failure at the applicable per-call rate per man-hour then in effect.
- g. When the Contractor is called to perform remedial maintenance service on the equipment and by mutual agreement it is determined that either no failure existed or that the service was outside the scope of this warranty, the PSAP shall pay for the travel expense and the time spent by the Contractor at the applicable time and materials rates then in effect.
- h. Unless otherwise mutually agreed upon, the Contractor shall not be required to adjust or repair any machine or part thereof if it would be impractical for the Contractor personnel to do so because of alterations made to the machine or part thereof by or on behalf of the PSAP. The Contractor shall be responsible for interfaces with plug compatible equipment that is attached to the current controllers. Increased service pursuant to this warranty caused by any alteration or attachment shall be paid for by the PSAP at the applicable time and materials rates as stated in

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the Price List, unless the Contractor elects not to apply such charge on an individual occurrence basis.

- i. Warranty service must be provided in the same manner as specified in this section under paragraph D, Maintenance. Maintenance Credit for Equipment Malfunction, above, shall also apply to warranty services.

6. ACCEPTANCE TESTING AND CONTINUING STANDARD OF PERFORMANCE

- a. Acceptance Testing for Equipment (including Operating System Software)
 - i) Acceptance testing is intended to ensure that the equipment acquired operates in substantial accord with the Manufacturer's technical specifications, is adequate to perform as warranted by Contractor's response to the requirements of this Agreement and evidences a satisfactory level of performance reliability, prior to its acceptance by the PSAP. If the equipment to be installed includes operating software as listed in the Purchase Order, such operating software shall be present for the acceptance test unless substitute operating software acceptable to the PSAP is provided. Acceptance testing is required for all newly installed technology systems, subsystems, and individual equipment, and machines, which are added, or field modified (modification of a machine from one model to another) after a successful performance period.
 - ii) If a Contractor does not have existing Maintenance Service Centers at the time of bid proposal or at the time a Purchase Order is issued the Contractor shall establish a new Maintenance Service Center(s) capable of meeting contract requirements. The Contractor will have met the requirements for Maintenance Service Centers by initiating the steps listed in this Section, under Maintenance Service Centers, after receipt of Purchase Order. Performing the steps listed will be a prerequisite to system acceptance.
 - iii) The Contractor shall certify in writing to the PSAP, in accordance with Delivery and Installation above, when equipment is installed and ready for use, at which time operational control becomes the responsibility of the PSAP. Acceptance testing shall commence on a date and time mutually agreed upon by the PSAP following certification, and shall end when the equipment has met the standard of performance (performance criteria) as provided below, for a period of 240 consecutive hours. Operation of the equipment to confirm its proper installation shall be considered to be a part of the acceptance test.
 - iv) In the event the equipment does not meet the standard of performance during the initial 240 consecutive hours, the acceptance tests shall continue on an hour-to-hour basis until the standard of performance

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are met for 240 consecutive hours. The acceptance-testing period shall not be delayed due to any PSAP request to make a change within a system's featured functionality, unless such change causes a system failure. Any problem that occurs during the acceptance testing period that can be quickly remedied by making a change within a system's featured functionality shall only delay the acceptance testing the amount of time from when the problem was first reported to the Contractor and when system's featured functionality adjustment has successfully remedied the problem. Failures during acceptance testing period caused by sources outside of the Contractor's control during testing, shall not be deemed as cause to delay the acceptance testing period.

- v) If the equipment does not meet the standard of performance within ninety (90) consecutive days after the start of the acceptance testing, the PSAP shall have the option to request replacement equipment, extend the performance period or terminate the order (or portions thereof) and seek relief as provided by the Rights and Remedies of State for Default provision in the contract. The PSAP's option shall remain in effect until such time as the equipment meets the performance criteria, or 180 consecutive days after the start of the acceptance testing, whichever occurs first. If the equipment has not met the standard of performance by 180 days after installation, the contract shall be canceled or the defective equipment deleted from the contract whereupon the PSAP may invoke its rights under the Rights and Remedies of State for Default provision in the contract.
 - vi) At the request of the Contractor, the PSAP shall make available not only the failed equipment, but also those machines that must be utilized by the Contractor to identify the cause of failure and to accomplish the repair.
 - vii) Equipment shall not be accepted by the PSAP or 9-1-1 Office and no charges associated with such equipment shall be paid by the PSAP or 9-1-1 Office until the equipment has satisfactorily completed the acceptance tests. In addition, if required under the provision for software testing herein, no charges shall be paid until specified Contractor-supplied software has been accepted by the PSAP. Immediately upon successful completion of the acceptance tests, the PSAP shall notify the Contractor in writing of acceptance of the equipment and authorize payment following the last day of the successful 240 hour performance period. The PSAP shall maintain adequate daily records to satisfy the requirements of acceptance testing.
- b. Acceptance Testing for Software (other than Operating System Software)
- i) Acceptance testing is required for all Contractor-supplied software supplied under this contract, including all software initially installed,

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improved versions (new repurchases) of this software, any such software which has been altered (modified) by the Contractor to satisfy PSAP requirements, and any substitute software provided by the Contractor in lieu thereof, unless otherwise provided herein. The purpose of the acceptance test is to ensure that the software operates in substantial accord with the Manufacturer's technical specifications and meets the PSAP's performance specifications. The specific procedures for the accomplishment of such tests are as stated herein under Acceptance Testing Criteria.

- ii) When software has been provided and certified in accordance with Installation and Delivery, the PSAP shall begin acceptance testing on the first business day following such certification, as provided in Acceptance Testing Criteria, below.
 - iii) If successful completion of the acceptance test is not attained within ninety (90) consecutive days after the start of the acceptance testing, the PSAP shall have the option to request substitute software, cancel that portion of the contract that relates to the unaccepted software, or continue the acceptance tests. The PSAP's option shall remain in effect until such time as the tests are successfully performed, or 180 days after certification, whichever occurs first. If the acceptance tests have not been successfully performed prior to the expiration of 180 days, that portion of the contract that relates to the unaccepted software shall be canceled, unless both parties agree to the continuation of the tests or to the delivery of substitute software. If the unaccepted software (or its functional equivalent) is crucial to the accomplishment of the work for which the equipment was acquired, and is so identified in the Purchase Order, the PSAP shall have the option of terminating the entire contract in accordance with the Rights and Remedies of State for Default provision in the contract.
 - iv) Unless otherwise provided under Acceptance Testing Criteria, software shall not be accepted by the PSAP and no charges associated with such software shall be paid by the PSAP or the 9-1-1 Office until the software has satisfactorily completed the acceptance tests.
 - v) Immediately upon successful completion of the acceptance testing, the PSAP shall notify the Contractor in writing of the acceptance of the software and authorize appropriate payment. The PSAP shall maintain adequate records to satisfy the requirements of acceptance testing.
- c. Acceptance Testing Criteria
- i) The Contractor shall certify in writing to the PSAP when the equipment is installed and ready for use. The acceptance testing period (a period of 240 consecutive hours) shall commence on a date and time mutually agreed upon by the PSAP, at which time operation control becomes the responsibility of the PSAP. It is not required that

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one 240 consecutive hour period expire in order for another acceptance testing period to begin.

- ii) If the equipment operates at an average level of effectiveness of ninety-nine percent (99.0%) or more for mechanical devices (printers) and ninety-nine point seven percent (99.7%) for all others, for a period of 240 consecutive hours from the commencement date of the acceptance testing period, it shall be deemed to have met the PSAP's standard of performance for the acceptance testing period. For acceptance testing purposes, the average effectiveness level is a percentage figure determined by dividing the Scheduled Operational Hours minus down time by the Schedule Operational Hours. In addition, the equipment shall operate in at least minimal conformance with the Manufacturer's official published specifications applicable to such equipment on the date of this Agreement. The Contractor shall provide the document containing published specifications applicable to each machine.
- iii) During the acceptance testing period, all the preventative maintenance time shall be excluded from the acceptance testing period hours. Equipment failure down time shall be measured by those intervals during the acceptance testing period between the time that the Contractor is notified of the equipment failure and shall end when the equipment is returned to the PSAP in operating condition. During the acceptance testing period, if the Contractor is notified that the system is not performing as intended, Contractor shall adhere to the response time requirements specified in this Section, D. 5, Remedial Maintenance.
- iv) Equipment shall not be accepted by the PSAP and no charges will be paid by the PSAP or the 9-1-1 Office until the standard performance is met.
- v) When a system involves on-line machines that are remote to the basic installation, the required effectiveness level shall apply separately to the system and to each remote machine.
- vi) Upon the successful completion of the acceptance testing period, the PSAP shall notify the Contractor in writing of acceptance of equipment.
- vii) If the equipment does not meet the standard of performance within ninety (90) consecutive days after the start of the acceptance testing, the PSAP shall have the option to either require replacement equipment, or terminate the contract in accordance with the termination rights under this Agreement, or delete the defective equipment from the contract if individual machines fail to satisfactorily complete the acceptance tests, or extend the performance period. The PSAP's option shall remain in effect until such time as the

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equipment meets the performance criteria, or 180 consecutive days after the start of the acceptance testing, whichever occurs first. If the equipment has not met the standard of performance by 180 days after installation, the affected order shall be canceled or the defective equipment deleted from the affected order and the equipment shall be returned to the Contractor, at the Contractor's expense. The Contractor will then be subject to the default provisions contained herein.

- viii) The standard of performance for acceptance testing is defined as the operation of equipment at an average level of effectiveness of ninety-nine percent (99%) or more for mechanical devices (printers) and ninety-nine point seven percent (99.7%) for all others for a period of 240 consecutive hours.
- ix) Acceptance Testing for Equipment (including Operating Software)
- a) The average level of the equipment availability is a percentage figure computed by dividing the total Scheduled Operational Hours (SOH) minus Down Time (DT) by the Scheduled Operational Hours, as follows:
- $$1 - \% \text{Availability} = \frac{\text{SOH} - \text{DT}}{\text{SOH}} \times 100$$
- b) Down Time (DT), for acceptance testing purposes for equipment, is that period of time when the equipment installed at any one location is incapable of performing all of the functions for which the installation was intended (during SOH), due to a malfunction in the equipment or its operating software, excluding all external factors. During a period of system down time, all equipment that is part of the system shall be made available to the Contractor to facilitate prompt repair of failed machines. During this time the PSAP may use operable equipment where such use does not interfere with the Contractor's efforts to restore failed equipment to service and where Contractor's permission for such use is given (such permission not to be unreasonably denied). In the event that the system is required by the Contractor for testing or exercising of failed machines but is not made available by the PSAP when requested, system down time shall not accrue during the interval between the time of Contractor's request and the time that the system is made available to the Contractor.
- c) During the acceptance testing period, a minimum of 240 Scheduled Operational Hours with productive or simulative work will be required as a basis for computation of the effectiveness level of a system. However, in computing the effectiveness level, the actual number of hours in operation will be required for the calculation. In scheduling use during the acceptance testing period, the PSAP

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shall schedule enough hours to achieve the minimum 240 hours required

- d) When a system involves an on-line machine which is remote to the basic installation and/or interface equipment not necessarily remote and requires equipment, cables, wires, etc., not supplied by the Contractor, the effectiveness level of the equipment supplied by the Contractor shall be computed to exclude down time attributable to equipment, cables, wires, etc., not supplied by the Contractor. The required effectiveness level shall apply separately to a system and to each Contractor's supplied remote machine unless the PSAP and the Contractor agree otherwise.
- e) During the acceptance testing period, down time for each incident shall start from the time the PSAP notifies the Contractor's representatives or answering service of the equipment failure and shall end when the equipment is returned to the PSAP in proper operating condition.
- f) During the acceptance testing period, the Contractor shall perform appropriate preventative maintenance on the equipment, in accordance with the Maintenance provisions herein, and such time shall be excluded from the level of effectiveness computation.
- g) If the PSAP uses the equipment when the system or subsystem is down, as Down-Time is defined above, use of the equipment shall be excluded from the level of effectiveness computation, as will any down time resulting from equipment failure during such use.
- h) Scheduled Operational Hours and down time shall be measured in hours and whole minutes. If meters are used to record the time, the meter readings will be converted into hours and whole minutes on a daily basis.
- i) The PSAP shall maintain appropriate records to satisfy all requirements of this section concerning acceptance testing.
- x) Should it be necessary, the PSAP may, upon fifteen (15) days prior written notice to the Contractor, delay the start of the acceptance testing period, but such delay may not exceed thirty (30) consecutive calendar days. If the acceptance testing period for the period between the installation date and the beginning of acceptance testing period exceeds thirty (30) days, the PSAP will pay to the Contractor an amount equal to the actual expenses accrued by the Contractor that are a direct result of the delays by the PSAP. Expenses shall be documented and verified.
- xi) All maintenance service and parts shall be furnished by the Contractor without charge during an unsuccessful period of acceptance testing on the same basis as set forth herein concerning Maintenance unless such

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maintenance service and parts are required as a result of the fault or negligence of the PSAP.

d. Continuing Standards of Performance Criteria

The Contractor agrees that subsequent to completion of the successful performance period and acceptance of the equipment and software by the PSAP, the availability and/or performance requirements and criteria established herein will be met throughout the full term of the Agreement.

- i) Following completion of the successful acceptance testing period and acceptance of the equipment by the PSAP, the equipment must meet, on a continuing basis, a prescribed level of availability. The availability levels are defined as:

a) Percentage of scheduled worked hours.

The continuing Standard of Performance percentage availability level shall be determined using the same method as that used to measure the operational use time during the acceptance-testing period. The prescribed availability level, which must be met, is 99.0% for the mechanical devices (printers) and 99.7% for all the others. If the prescribed availability level cannot be met, the PSAP shall invoke the remedies as described below.

b) When the continuing Standard of Performance are not met, the PSAP shall invoke the following remedies:

i For each one-half (1/2) percentage below the prescribed availability level described above, 1/60th of the corresponding monthly charge will be assessed for each hour down (in excess of the down hours allowed by the prescribed availability level) as liquidated damages for each affected machine. Such charge shall not exceed the monthly charge for thirty (30) calendar days in any thirty (30)-day period for said equipment and may be deducted from any monies payable to the Contractor pursuant to this contract. These remedies are not the same as those for late deliveries.

ii These provisions will not apply if equipment failure is caused by alterations or attachments not furnished by the Contractor and purchase charges shall continue without interruption.

c) Equipment Replacement and Contract Termination

i If, during a thirty (30) consecutive day period following the successful acceptance testing period, a machine or configuration of machines does not achieve the required level(s) of availability, the PSAP will notify the Contractor in writing that the machine or configuration of machines has not met the required level of effectiveness.

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- ii If the Contractor fails to bring the machine or group of machines to the required average availability level during the succeeding thirty (30) consecutive days after mailing of the notice, the PSAP may require the Contractor to replace the machine or group of machines failing to meet the standard of performance. Each replaced machine must also meet acceptance testing following installation as set forth herein.
 - iii In addition, if during the term of the total contract, three (3) or more purchased installations are terminated or are replaced for failing to meet this continuing standard of performance, the PSAP may then terminate the total contract for all installations. The PSAP will pay no termination charges if any portion of the contract is so terminated. This does not abridge the PSAP's rights under General Provisions section on Rights and Remedies of State for Default.
- e. Acceptance Testing of Software Criteria (other than Operating System Software)

Notwithstanding Section VIII, Exhibit VIII-A.2, Information Technology Special Provisions, <http://www.pd.dgs.ca.gov/modellang/ITModules.htm>, the following applies:

- i) Immediately upon certification by the Contractor that programming aids, program products, and applications listed in the Purchase Order have been delivered ready for PSAP use, in accordance with the provisions above, Acceptance Testing of Software, the PSAP shall test each such programming aid, program product or application, in accordance with the procedures outlined below.
- ii) Each installation site may perform a one-time test of such products to be assured that the products perform in accordance with the Contractor's published specifications. Said acceptance test(s) shall be mutually agreed to by both parties.
- iii) If the Contractor has written application programs, the PSAP will provide test data and the Contractor will provide a test master and all output formats for such programs. The PSAP will process input transactions against the master file and produce the updated old and new master files to ensure that all transactions were applied correctly. All outputs will be checked for accuracy, format, and quality, and the programs will be accepted only when the PSAP determines they conform to the specifications to which they were written.
- iv) If successful completion of the acceptance test is not attained within ninety (90) days after the start of the acceptance testing, the PSAP shall have the option to request substitute software, cancel that portion of the contract which relates to the unaccepted software, or extend the performance period until such time the tests are successfully

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performed, or 180 days after certification, whichever occurs first. If the acceptance tests have not been successfully performed prior to the expiration of 180 days, that portion of the contract that relates to the unacceptable software shall be canceled, unless both parties agree to the continuation of the tests or to the delivery of substitute software. If the unacceptable software (or its functional equivalent) is crucial to the accomplishment of the work for which the equipment was acquired, and is so identified in the Purchase Order, the PSAP shall have the option of terminating the Purchase Order and seeking any available remedies under contract or law.

7. Service Level Agreements

a. Intent of SLAs

The intent of this section is to provide the PSAPs, 9-1-1 Office, and the Contractors with requirements that define and assist in the management of the Service Level Agreements (SLAs). The objective of this section is to define performance objectives, the measurement processes, and the recourse available to affected parties in the event of substandard performance.

Provisioning (Installation) – Hardware

Definition

Provisioning includes new hardware installations, adds, moves, changes and deletions completed by the Contractor on or before the schedule installation date.

Measurement Process

Installation dates are established in the Statement of Work provided with each Purchase Order

Objective

Hardware is to be installed and acceptance testing completed no more than twenty (20) calendar days following the due date per Purchase Order.

PSAP Rights and Remedies

\$150 per day for each day following the anticipated acceptance date (20 days following the installation date) that the installed hardware has not passed the acceptance test.

End-User Escalation

9-1-1 Office Rights and Remedies

9-1-1 Office Escalation

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Provisioning (Installation) – Software

Definition

Provisioning includes new software installations, adds, moves, changes and deletions completed by the Contractor on or before the schedule installation date.

Measurement Process

Installation dates are established in the Statement of Work provided with each Purchase Order

Objective

Software is to be installed and acceptance testing completed no more than twenty (20) calendar days following the due date per Purchase Order.

PSAP Rights and Remedies

\$150 per day for each day following the anticipated acceptance date (twenty (20) days following the installation date) that the installed software has not passed the acceptance test.

End-User Escalation

9-1-1 Office Rights and Remedies

9-1-1 Office Escalation

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Maintenance Effectiveness

Definition

Service availability includes the scheduled uptime for all hardware components provided by the Contractor for both the telephone system and each call taking position.

Measurement Process

Monthly uptime percentage is calculated by dividing the total uptime hours by the total hours available in the month. Each PSAP is to report monthly uptime to the 9-1-1 Office and to the maintenance Contractor as reflected by documented trouble tickets. Stop clock provisions apply.

Objective

Monthly uptime percentage for mechanical devices (printers) shall be greater than ninety nine percent (99.0%). Monthly uptime percentage for all other devices shall be ninety nine point seven percent (99.7%).

PSAP Rights and Remedies

Any month that Contractor fails to achieve uptime objectives, PSAP will provide written notification to Contractor and 9-1-1 Office. If the Contractor fails to achieve the uptime objective three (3) months in a row or five (5) months in any twelve month period, the PSAP may terminate the maintenance agreement with thirty (30) days notice and engage the services of an alternative Contractor.

b. Stop Clock Conditions

Stop Clock criteria includes the following:

- i) Periods when a restoration or testing effort is delayed at the specific request of the End-User. The Stop Clock condition shall exist during the period the Contractor was delayed, provided that reasonable and documented efforts are made to contact the End-User during the applicable Stop Clock period.
- ii) Time after a service has been restored, but End-User requests ticket be kept open for observation. If the service is later determined by the End-User to not have been restored, the Stop Clock shall continue until the time the End-User notifies the Contractor that the service has not been restored.
- iii) Time after a service has been restored, but End-User is not available to verify that the service is working. If the service is later determined by

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the End-User to not have been restored, the Stop Clock shall apply only for the time period between Contractor's reasonable attempt to notify the End-User that Contractor believes the service has been restored and the time the End-User notifies the Contractor that the service has not been restored.

- iv) Restoration cannot be achieved because the problem has been isolated to wiring that is not maintained by Contractor, or any of its subsidiaries, subcontractors, or affiliates.
- v) Trouble caused by a power problem outside of the responsibility of the Contractor.
- vi) Lack of building entrance facilities or conduit structure that are the End-User's responsibility to provide.
- vii) The following contact/access problems, provided that Contractor makes reasonable efforts to contact End-User during the applicable stop clock period:
 - a) Access necessary to correct the problem is not available because access has not been arranged by site contact or End-User representative.
 - b) Site contact refuses access to technician who displays proper identification.
 - c) Insufficient or incorrect site contact information which prevents access, provided that Contractor takes reasonable steps to notify End-User of the improper contact information and takes reasonable steps to obtain the correct information.
 - d) Site has limited hours of business that directly impacts the Contractor's ability to resolve the problem.
 - e) If it is determined later that the cause of the problem was not at the site in question, then the Stop Clock shall not apply.
- viii) Any problem or delay to the extent caused by End-User's staff that prevents or delays Contractor's resolution of the problem. In such event, Contractor shall make a reasonable request to End-User staff to correct the problem or delay.
- ix) End-User applications that interfere with repair of the trouble.
- x) Failure of the trouble ticket originator or responsible End-User to return a call from Contractor's technician for on line close-out of trouble tickets after the service has been restored as long as Contractor can provide Documentation substantiating message from Contractor's technician.
- xi) An outage directly related to any properly performed scheduled maintenance or upgrade. Any such stop clock condition shall not

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extend beyond the scheduled period of the maintenance or upgrade. SLAs will apply for any maintenance caused outage beyond the scheduled maintenance period. Outages occurring during a scheduled maintenance or upgrade period and not caused by the scheduled maintenance shall not be subject to this (paragraph k) stop clock criteria.

xii) Any problem or delay caused by a third party not under the control of Contractor, not reasonably preventable by Contractor, including at a minimum, cable cuts not caused by the Contractor. Contractor's affiliates, subsidiaries, or subcontractors shall be deemed to be under the control of Contractor with respect to the equipment, services, or facilities to be provided under this Contract.

xiii) Force Majeure events, as defined in the terms and conditions of the Contract.

8. Contract Administration

a. Use of Equipment and Basis for Payment

i) General

Equipment purchased under this contract may be operated at any time and for any length of time at the convenience of the PSAP, exclusive of time required for preventative and remedial maintenance.

ii) Use of Software and Basis for Payment

Each item of software that is proprietary in nature shall be licensed to the PSAP for its use in accordance with the provisions herein contained under Contract Language, Information Technology Software Special Provisions. Except as may be provided herein in Contract Language, the PSAP shall have unrestricted use of such software.

b. Title to Equipment

Title to equipment, accessories and devices purchased under this Agreement shall vest in the PSAP.

c. Sales Representation

Contractor shall provide sales representatives available five (5) working days a week to assist the PSAP in the ordering of equipment and/or software. These sales representatives must also assist in resolving any problems that may arise during the period of the Agreement.

d. Invoice and Order Identification Process

i) Invoices shall be submitted as specified on the individual Purchase Orders as submitted to the Contractor. The Contractor shall render invoices for total monthly maintenance charges in the month following the month for which the charges accrue. Invoices to the 9-1-1 Office must include, as a minimum, but may require additional information,

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those items listed in the General Provisions, Item # 29. Payment for goods or services rendered outside the original Statement of Work of a Purchase Order will require an amendment or another purchase order.

- ii) The Contractor must provide within thirty (30) days of contract award an invoicing methodology for the manual ordering system. Invoices will be provided in a format acceptable to the 9-1-1 Office. All invoices submitted to the 9-1-1 Office, as a result of a Purchase Order off this contract, will be billed separately from other charges the Contractor may currently be billing.
- iii) The 9-1-1 Office will provide naming conventions for site identification in advance to the PSAP. All invoices for equipment and services, shipping documents, etc. must use the same naming convention.
- iv) Equipment accountability will be by model number, serial number, and physical location. Additional methods of accountability will be mutually agreed upon by the PSAP and the Contractor and be made a part of the Contract.
- v) The Contractor shall make every effort to reconcile incorrect invoices in a timely manner. This should not exceed 30 days from notification by the PSAP/9-1-1 Office of the discrepancy. The PSAP and/or 9-1-1 Office may withhold payments of all invoices, issued as a result of this agreement, until the discrepancies have been corrected.
- vi) The Contractor shall make every effort to reflect relocations on invoices in a timely manner. This should not exceed thirty (30) days after receipt of the approved relocation document. The PSAP and/or 9-1-1 Office may withhold payments of all invoices until the discrepancies have been corrected.

e. Invoices and Payments

i) Submission of Invoices

The Contractor shall render invoices to the name and address listed on the Purchase Order for equipment and /or monthly charges and such additional charges as are applicable. Such invoices are not due and payable, and do not constitute an obligation of the PSAP, until the services or products are provided and accepted.

iv) Additional Charges

If extra charges are applicable, and/or if additional charges for maintenance outside the Period of Maintenance Coverage are applicable, the PSAP shall provide the Contractor a purchase order to cover such charges. The order shall be issued on a timely basis and be based on appropriate records, which are subject to joint review by the PSAP and Contractor.

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v) Payment

The promptness of payments shall be governed by Government Code 927 et seq.

vi) Required Payment Date

Payment due dates shall be governed by Government Code 927 et seq., as per General Provisions section 30. When provision is made for a testing period preceding acceptance by the PSAP, date of acceptance shall mean the date the equipment and/or software is accepted by the PSAP during the specified testing period.

f. Subcontractors

If the Contractor chooses to use a subcontractor in fulfilling the requirements of the Agreement, which is expected to receive more than ten percent (10%) of the value of any order issued to that Contractor, the subcontractor must certify in writing they will abide by the terms and conditions of this Agreement in full. The Contractor shall submit in writing the name and address of any proposed subcontractor and purpose of any such proposed subcontract.

g. News Releases

Any publications or news releases relating to a contract resulting from this RFP shall not be made without **prior written approval** of the Department of General Services.

9. Order Process

The following is an example of the ordering process that the State of California 911 Program may use. These processes are subject to change at any time. The 9-1-1 Operation Manual, Chapter III, Funding, outlines the process in detail. The manual can be viewed at www.dgs.ca.gov/Services/911/9-1-1Manual.htm.

- a. The PSAP and Contractor may be required to adhere to the following process to obtain 9-1-1 funding and order equipment off the Master Purchase Agreement:
- b. PSAP determines a need to upgrade or replace 9-1-1 equipment. PSAP writes a letter to the 9-1-1 Office justifying the necessity of the upgrade or replacement. For budgeting purposes this request must be submitted to the 9-1-1 Office at least twelve (12) months, and preferably eighteen (18) months, prior to the desired installation date.
- c. If funding eligibility is approved, the 9-1-1 Office will calculate an allotment amount that it will fund for the new system. Ordering Agencies will need to budget and pay for additional features and equipment that won't be funded. **Important:** The 9-1-1 Office will use this contract to

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aid in determining the appropriate allotment for each participating PSAP Agency. If a PSAP decides to procure a system that costs more than the allotment provides, the PSAP must budget and pay for any amount above their allotment.

- d. The PSAP will be given a list of Contractors and systems that are on the Master Purchase Contract. Ordering Agencies will be highly encouraged to thoroughly examine the approved systems to determine which system will most closely meet their needs. The PSAP will also be encouraged to meet with the different approved Contractors and evaluate which Contractor would best support the needs of the PSAP. Ordering Agencies are encouraged to consider any additional discounts that may be offered by a supplier for their particular installation.
- e. Upon selection of a Contractor and a 9-1-1 telephone system, the Contractor will thoroughly document the operational needs of the PSAP and produce a Statement of Work. The PSAP will provide a Purchase Order, which will outline all deliverables and costs associated with the installation. After the Statement of Work and the Purchase Order are reviewed by the PSAP, both will be forwarded to the 9-1-1 Office for review and approval. **Note:** The Purchase Order should not be signed by the PSAP until after the 9-1-1 Office has reviewed it for accuracy.
- f. After the PSAP and the Contractor receive an approved Statement of Work and Purchase Order from the 9-1-1 Office, the PSAP will sign the Purchase Order form authorizing the Contractor to order equipment and begin the installation process. **Note:** The 9-1-1 Office does not sign the Purchase Order. When a PSAP issues a Purchase Order with attached signed Statement of Work to Contractor, it constitutes a cooperative agreement between the PSAP and the Contractor to abide by the terms and conditions of this contract. The PSAP will own the equipment it purchases unless stipulated otherwise. The 9-1-1 Office will provide to the PSAP a signed TD-288 Commitment to Fund form, committing 9-1-1 Office funding for the new 9-1-1 telephone system.
- g. If any changes are made to the Statement of Work before or after work commences, these changes must be submitted for funding on a revised Statement of Work by mutual consent of the PSAP and the contractor prior to commencement of work. Ordering Agencies must request pre-approval from the 9-1-1 Office to fund any changes prior to their installation.
- h. When the 9-1-1 system has passed the acceptance testing period, the PSAP will sign a 9-1-1 Service and Equipment System Acceptance and Authorization Form and submit it to the 9-1-1 Office. Contractors may then invoice as directed on the PSAP's Purchase Order.

10. Project Management Structure

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For each installation of a 9-1-1 system, the Contractor shall assign a Project Manager. The Project Manager shall be the single point of contact between the Contractor and the PSAP before and during installation. The Project Manager will be responsible for coordinating with the PSAP all aspects of the installation including, but not limited to, project scheduling, installation of equipment, training, problem resolution, contractual and technical issues and answering any questions the PSAP may have.

11 Connection Points for Central Processor Evaluation Equipment

If requested by the PSAP, the Contractor agrees to identify, on all items of equipment supplied under this contract, all appropriate test points for connecting one of the commercially available hardware monitors designed to measure system activity. The PSAP agrees that it will not attempt to connect such device until the Contractor agrees that such a connection will not damage the equipment.

12. Interface to Existing Equipment

To meet operational needs of the PSAP, the Contractor shall make a reasonable effort, such effort not to be unreasonably withheld, to provide expertise, technical assistance, time and materials to develop applications that will allow the 9-1-1 system to interface with other installed systems. Due to the nature and complexity of these applications, cost and specifications for each application must be developed and provided on a case-by-case basis prior to installation.

13. Software Customization and Configuration

Contractor shall provide to each PSAP, software customization and configuration support for control units and devices acquired under this Agreement. Software customization is software that defines the operating parameters desired by the PSAP for the applicable control unit. This includes newly acquired control units as well as changes to existing control units that were acquired under this Agreement.

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